

CONTRACT #6
RFS # 325.10-017

Department of Agriculture
Division of Forestry

VENDOR:
Sanborn Mapping Co.



Tennessee Department of Agriculture
Ellington Agricultural Center, Box 40627, Nashville, Tennessee 37204
615-837-5100 / FAX: 615-837-5333

Ken Givens
Commissioner

Phil Bredesen
Governor

MEMORANDUM

TO: M.D. Goetz, Jr. Commissioner
Department of Finance and Administration

FROM: Ken Givens, Commissioner *KG-Givens*

DATE: May 11, 2006

SUBJECT: Non-Competitive Contract – Sanborn Mapping Co.

The Tennessee Department of Agriculture, Division of Forestry is working with the United States Department of Agriculture to acquire color aerial photography statewide. This imagery will be flown in July 2006. USDA has selected a vendor to collect the imagery for their National Agriculture Imagery Program (NAIP), the Sanborn Mapping Company. The Division of Forestry will try to contract with the Sanborn Mapping Co. to add-on color-infrared aerial photography for vegetative analysis of deciduous and conifer tree species. This photography will be used by TWRA, TDEC, TDOT, and any other state agency that will need this type of product. On May 10th 2006 Sanborn Mapping Co. identified that they could produce the above product. By contracting with Sanborn from the USDA contract, the state of Tennessee can acquire statewide color-infrared aerial photography for less than \$250,000. The regular bid price for such a project would be \$1.5 million. The late notification from USDA as to their vendor selection is the reason for the contract starting date being less than 60 days after this request is submitted.

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

RECEIVED

MAY 19 2006


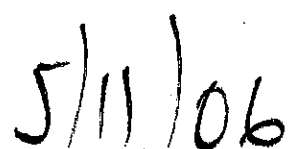
Commissioner of Finance & Administration

Date:

FISCAL REVIEW

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	325.10-017-06	
2) State Agency Name :	Tennessee Department of Agriculture, Division of Forestry	
3) Service Caption :	Capture Color-Infrared Aerial Photography, Statewide at 1-meter resolution. For the purpose of identifying deciduous and conifer species across Tennessee. Along with many other uses, to other state agencies.	
4) Proposed Contractor :	Sanborn Mapping Co. 1935 Jamboree Drive Ste. 100 Colorado Springs, CO 80920 719-593-0093	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1 st , 2006	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	September 30 th , 2008	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$250,000	
8) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	Sanborn Mapping Co. to acquire Color-Infrared Aerial Photography of Tennessee in Summer 2006, this plus analysis of deciduous and conifer species captured in the photography.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	USDA is having Tennessee flown for Color Aerial Photography. By contracting with Sanborn Mapping Co., Tennessee can acquire Color-Infrared Photography at the price of less than \$250,000 versus bidding the whole process which could cost \$1,500,000 or more.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	Has not been done in the past.	

12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)	
Sanborn Mapping Co. 1935 Jamboree Drive Ste. 100 Colorado Springs, CO 80920 719-593-0093	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :	
Attached	
14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required <u>only</u> if the subject service involves construction or real property related services)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :	
There are no other alternatives; TN Division of Forestry <u>does not</u> have 1.5 million dollars for aerial photography. Only by using USDA's vendor "Sanborn Mapping Co." can we acquire color-infrared photos for less than \$250,000.00.	
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process : (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)	
USDA and other partners will spend \$800,000.00 for the Color Aerial Photography. USDA is allowing Tennessee to purchase Color-Infrared for vegetative analysis as an add-on to the Color Aerial Photography. If the State of Tennessee was to fly the whole state using vendors, Color-Infrared Photography would cost 1.2 to 1.5 million dollars. By purchasing color-infrared from Sanborn Mapping Co. at less than \$250,000.00 it saves Tennessee over 1 million dollars.	
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)	
	
Agency Head Signature	Date

CONTRACT SUMMARY SHEET

021406

RFS#		Contract #	
		RECEIVED	
State Agency Tennessee Department of Agriculture		State Agency Division Division of Forestry	
Contractor Name Sanborn Mapping Company		Contractor ID# (FEIN or SSN) C- or <input checked="" type="checkbox"/> V- 13-396	
FISCAL REVIEW			
Service Description Provide Color Infrared Aerial Photography from the Summer of 2006 Statewide flight.			
Contract BEGIN Date 1-Jul-06	Contract END Date 30-Sep-08	Subrecipient or Vendor? Vendor	CFDA #
Mark Each TRUE Statement <input checked="" type="checkbox"/> Contractor is on STARS <input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code 325.10	Cost Center 437	Object Code 134	Fund 11
Funding Grant Code		Funding Subgrant Code	
FY 2007	State \$ 142,500.00	Federal \$ 107,500.00	TOTAL Contract Amount \$ 250,000.00
Interdepartmental		Other	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
\$ -		\$ -	
TOTAL \$ 142,500.00		TOTAL \$ 250,000.00	
COMPLETE FOR AMENDMENTS ONLY			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone # Casey Ensor 615-837-5161
State Agency Budget Officer Approval			Funding Certification (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
TOTAL \$ -			
End Date			
Contractor Ownership (complete only for base contracts with contract # prefix IFA or GR)			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged
Contractor Selection Method (complete for ALL base contracts - N/A to amendments or delegated authorities)			
<input type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation	
<input checked="" type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	
<input type="checkbox"/> Alternative Competitive Method		<input type="checkbox"/> Other	
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			

DRAFT

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Agriculture, Division of Forestry
AND
Sanborn Mapping Company**

This Contract, by and between the State of Tennessee, **Department of Agriculture, Division of Forestry**, hereinafter referred to as the "State" and **Sanborn Mapping Company**, hereinafter referred to as the "Contractor," is for the provision of purchasing the ortho-rectified digital color infrared aerial photography flown by the Contractor for USDA National Agriculture Imagery Program (NAIP), as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

Sanborn Mapping Co.
1935 Jamboree Drive
Ste. 100
Colorado Springs, CO 80920

The Contractor's place of incorporation or organization is COLORADO.

A. SCOPE OF SERVICES:

A.1. Sanborn shall contract for the following deliverables;

- 1) **Orthoimagery.** Full resolution (1 meter), color infrared imagery (CIR) by quarter-quadrangle unit (3.75-minutes longitude by 3.75-minute latitude) blocks in GeoTiff format. Files shall be delivered on portable hard drive.
- 2) **Projection / Datum.** The orthoimagery shall be in TN SPCS (SPAF 4100), NAD83, US Survey Foot.
- 3) **Metadata.** The imagery will contain metadata documentation compliant with the Federal Geographic Data Committee's Content Standards for Digital Geospatial Metadata (FGDC-STD-001-1998; <http://www.fgdc.gov/metadata/csdgm/>).

B. CONTRACT TERM:

- B.1. **Contract Term.** This Contract shall be effective for the period commencing on July 1, 2006 and ending on September 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. **Term Extension.** The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the

increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred and fifty thousand (\$250,000.00) dollars. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

<u>SERVICE UNIT/MILESTONE</u>	<u>AMOUNT</u>
Imagery Acquisition	\$250,000.00

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request,

show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the

parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Ward Tarkington, Forestry Data & Technology Unit Leader
Tennessee Department of Agriculture, Division of Forestry
440 Hogan Road Nashville, TN 37220
(615) 837-5097
(615) 837-5520
ward.tarkington@state.tn.us

The Contractor:

Joseph D. Stark, Southeast Regional Manager
Sanborn Mapping Company
2925 E. Independence Blvd., Suite 100 Charlotte, NC 28205
(704) 347-4552
jstark@sanborn.com

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.5. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.6. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.7. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to **Tennessee Code Annotated**, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

IN WITNESS WHEREOF:**Sanborn Mapping Company:**

Gary Eaton, Senior Vice President**Date****Tennessee Department of Agriculture:**

Ken Givens, Commissioner**Date****APPROVED:****DEPARTMENT OF FINANCE AND ADMINISTRATION:**

M. D. Goetz, Jr., Commissioner**Date****DEPARTMENT OF PERSONNEL:**

Nat E. Johnson, Acting Commissioner**Date****COMPTROLLER OF THE TREASURY:**

John G. Morgan, Comptroller of the Treasury**Date**

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B	
Contract RFS #	
Contractor:	Sanborn Mapping Company
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY <i>(e.g., sole proprietorship, partnership, or corporation)</i>
Is or has the contractor been a state employee? <input type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i>	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i>
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i>	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i>
SIGNATURE	
SERVICE CONTRACTS COORDINATOR	DATE

ANNE ARUNDEL COUNTY

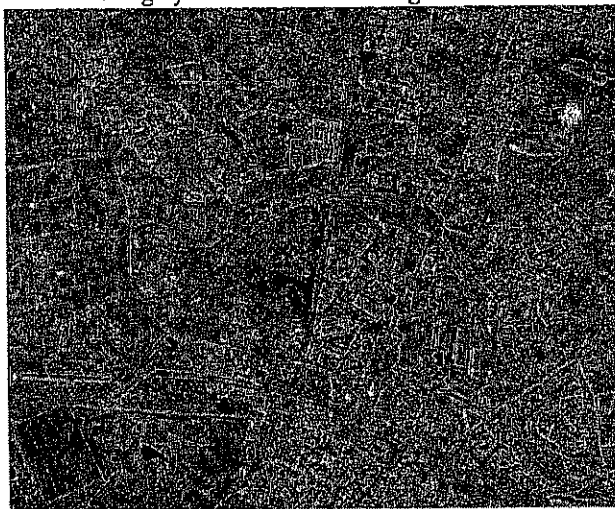
Client	Anne Arundel County Office of Information Technology - Geographic Information Services 2604 Riva Rd., MS/7202 Annapolis, MD 21401
Contact	Mary Searing
Telephone	410-222-7441
Email	msearing@oia.anncounty.org
Project Term	April 2004 - September 2005
Area	440 sq. mi.
Sanborncontractors	None

Description of Services

Sanborn was contracted by Anne Arundel County, Maryland to provide a land use map and impervious surfaces map of the county from remotely-sensed imagery. The county had an existing land use map that had been produced by hand in the mid-1990s. They also had an updated land use map for the Severn River Watershed (a portion of the county) from a later date. The classification scheme from the later map was to be used for the new classification.

The objectives of the project were twofold: to use automated methods to produce the land use and impervious surfaces classifications and to prove that it could be done both efficiently and cost-effectively. Historically, the practitioners of remote sensing have held that the technology could be used to automatically map land cover, but not land use, because context, one of the factors that determine land use, is difficult to measure using automated methods.

Sanborn used IKONOS imagery for the classification. The imagery was collected in April of 2004 and pan-sharpened to create a 1-meter resolution, 4-band image. The imagery was mosaiced and registered to the county's DOQQ database using Sanborn's



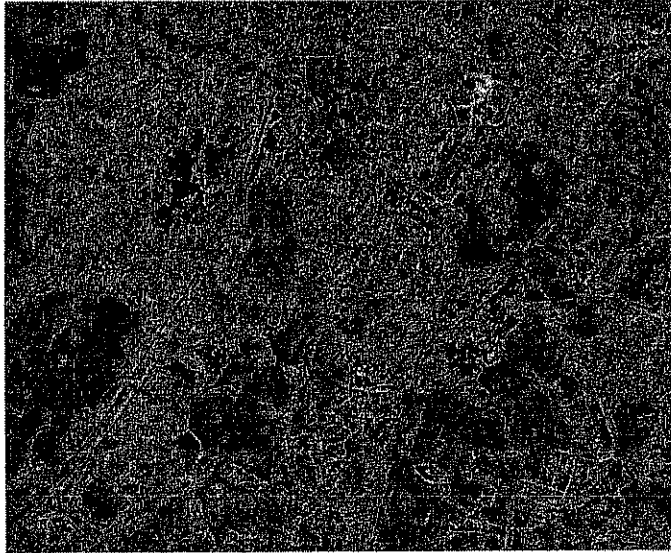
proprietary Autowarp routine. Impervious surfaces including buildings, houses, parking lots, driveways, and roads were extracted to form the impervious surface database. The imagery was then segmented using the eCognition software package, and models were built to examine the density of those surfaces. With this information and existing information from the 1995 land use classification, the new land use layer could begin to take shape.

Anne Arundel County is home to Annapolis, Glen Burnie, and many smaller towns and other land use

types such as agriculture, heavy industry, and several airports. Many areas had changed

since the previous land use layer was generated, and the impervious surfaces layer helped to determine the classification of new subdivisions and man-made features. Using the segments generated in eCognition and the patterns and density of impervious surfaces within those segments, new classifications could be made. Buffers were applied to the different land use classes: residential, commercial, industrial, to define the land parcels to which the adjacent land would belong.

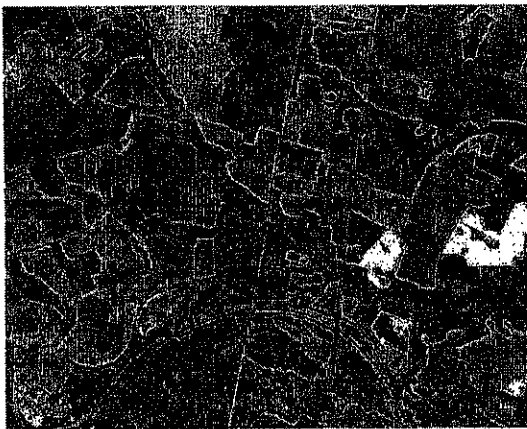
Natural land cover, such as forest types, grasslands, agriculture and water, were classified



in eCognition as well, using training data developed from the imagery. Agricultural types, Pasture/Hay and Cropland, could often be discriminated by field patterns. The ability to separate agricultural types will depend upon the timing of the imagery collects for any new project.

After the land use layer was complete, the impervious surfaces layer was summarized by the individual land use polygons. This provided an attribute in the land use database with a

percent impervious value. This attribute can be used in watershed models to calculate runoff and groundwater recharge values.



PULASKI COUNTY

Client	Pulaski County, Kentucky
	PO Box 110
	Somerset, KY 42503
Contact	Carol Watson
Telephone	606-679-1312
Email	carol.watson@ky.gov
Project Dates	June 2003 – April 2004
Area	633 sq. mi.
Subs	None

Description of Services

Sanborn was contracted by the Kentucky Governor's Office of Technology (GOT) and Pulaski County, KY to provide a land use/land cover map of the county from remotely-sensed imagery. The county had several ancillary datasets that were of use in map production, such as building locations, but the primary source of information was the 1-meter resolution remotely-sensed imagery acquired for the project.

The objective of the project was to map land cover, both urban and natural lands, to a detailed classification scheme. This would differentiate roads from buildings, separate water body types such as lakes, rivers, ponds, and swimming pools, and separate natural grasslands from managed grassland and agricultural fields.

Sanborn used IKONOS imagery for the classification. The imagery was collected in the



spring of 2003 and pan-sharpened to create a 1-meter resolution, 4-band image. The imagery was mosaiced and registered to the county's DOQQ database using Sanborn's proprietary Autowarp routine. The imagery was then segmented using the eCognition software package, and models were built to classify the land cover elements in a polygon format.

Pulaski County is home to one large city, Somerset, and several smaller towns and other land use types such as agriculture, heavy industry, and several airports. The eCognition software was able to separate all of these land cover types, and with analyst-specified parameters, group

elements smaller than the Minimum Mapping Unit (MMU) into meaningful elements.

Natural land cover, such as forest types, grasslands, agriculture and water, were classified in eCognition as well, using training data developed from the imagery. Agricultural types, Pasture/Hay and Cropland, could often be discriminated by field patterns. The ability to separate agricultural types will depend upon the timing of the imagery collects for any new project.

The land cover classification for the county has become part of the Commonwealth of Kentucky's new GIS initiative and is available for those who have a need for land-use planning, hydrological management and modeling, natural areas analysis and wildlife habitat mapping, and many other uses.



NOAA C-CAP HIGH RESOLUTION LAND COVER

Client	NOAA Coastal Services Center (CSC)
	2234 South Hobson Ave.,
	Charleston, SC 29405-2413
Contact	Nate Herold
Telephone	(843) 740-1133
Fax	(843) 740-1239
Email	Nate.Herold@noaa.gov
Project Term	July 2003 – October 2003
Area	373 sq. km.
Sub	None

Description of Services

Sanborn was contracted by NOAA's Coastal Services Center (CSC) to investigate new methodology and products for the next generation of remote sensing-based coastal monitoring products. Much of the coastal area monitored by the CSC, including the Great Lakes Region, has been mapped within the past ten years using imagery from the Landsat series of sensors (TM and ETM+). With the failure of the ETM+ sensor and decreasing reliability of the TM sensor, new approaches warranted investigation for the continual update of NOAA's datasets.

Sanborn proposed two new products: a Coastal Monitoring update of the 30m dataset, and a Site-Specific dataset created at a much smaller scale, on the order of 1 meter resolution. The Site-Specific product is discussed here. The rationale behind the Site-Specific product is to enhance monitoring for specific projects and for areas of high risk and concern.

Sanborn acquired 1-meter pan-sharpened IKONOS imagery for a large portion of Bay



County in the Florida panhandle. The imagery was registered to Landsat imagery which had been used to create the standard C-CAP product. The study area contained a wide variety of landcover types, including estuarine emergent wetland, palustrine scrub/shrub, urban and evergreen forest among others. By using a guided image segmentation approach, Sanborn was able to derive accurate boundaries between the land cover elements.

A binary pervious/impervious layer was also derived from the IKONOS imagery. While useful as an input to

the image classification product, it has many other uses as a binary layer. Runoff and infiltration modeling and heat absorption modeling are just a few of the potential uses for the layer.



Landcover labels were derived through the use of ground-based and photointerpreted training sites. These were used to train the Classification and Regression Tree (CART) classifier to extrapolate the classification scheme to the entire area. Pixel-based classification was also used to augment the CART analysis. An IFSAR DEM was used in conjunction with a bare-earth DEM to aid in determining vegetation heights. Finally, National Wetlands Inventory

(NWI) data were used in conjunction with local knowledge to label the various hydrologic regimes, palustrine and estuarine.

High-resolution data will help NOAA to more closely monitor areas of concern, such as those in which wetlands are disappearing or are in need of restoration. By using these data in a periodic change analysis, we are more able to protect our changing environment.



STATE OF KANSAS

Client:	State of Kansas Kansas Information Technology Office 900 SW Jackson Street, Room 751-S Topeka, Kansas 66612-1273
Contact:	Ivan Wachter, Project Manager ivan.wachter@kda.state.ks.us
Telephone:	(785) 296-0257
Project Term:	February 2002 to October 2003
Project Value:	\$1,136,797
Area:	32,242 square miles



Description of Services

The State of Kansas, one of the first states to have complete USGS digital orthophoto quarter quadrangle (DOQQ) coverage, has extensively used a database of DOQQ images made from 1990 and 1991 NAPP aerial photography. The State recognized a need to update this aging DOQQ coverage of 5,865 DOQQs. The Kansas Information Technology Office sponsored the proposal for the acquisition of an updated statewide digital orthophoto 3.75 minute quarter quadrangle coverage.

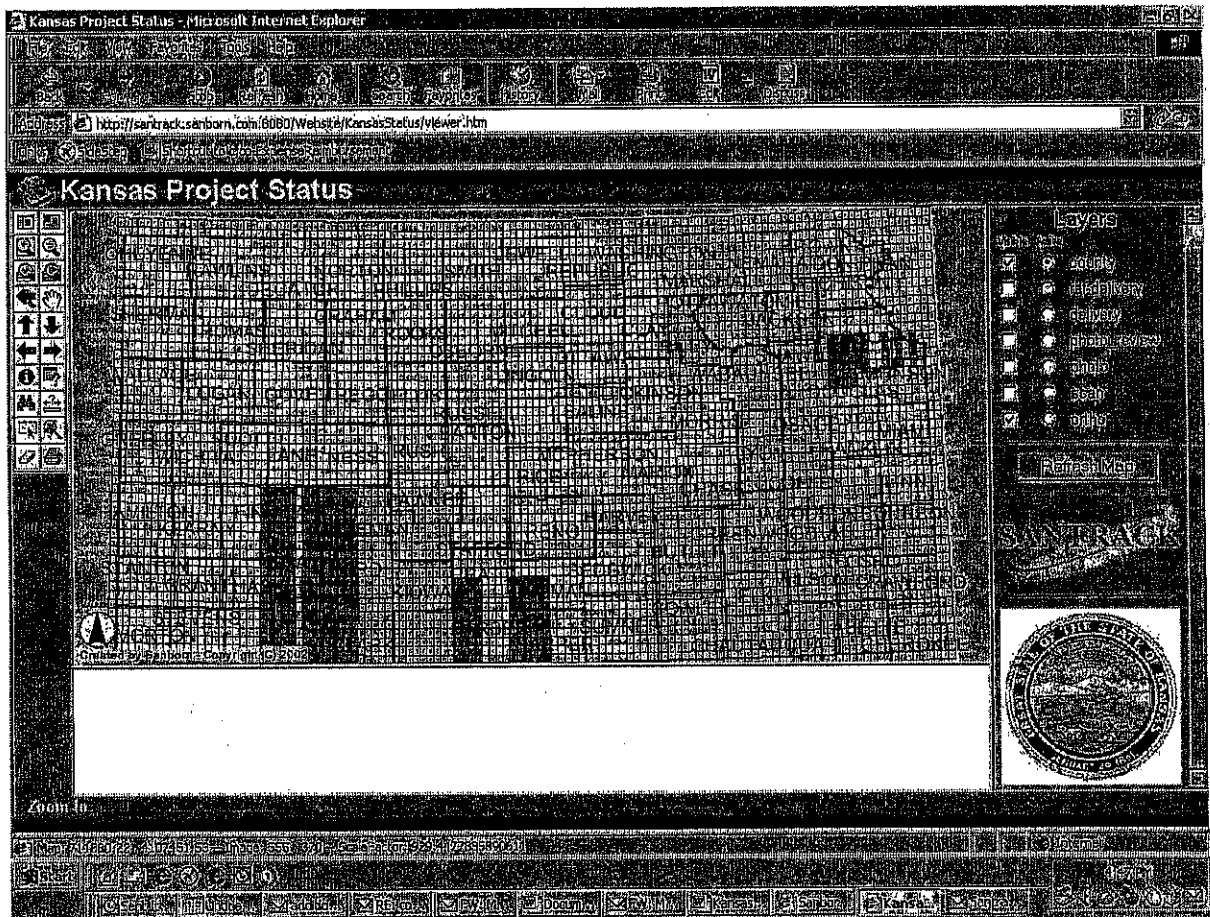
This project was funded by contributions from KDOT, federal matching funds, Kansas GIS Policy Board Data Development Funds, support from the US Natural Resources Conservation Service, NRCS, and the Kansas Information Technology Office.

Sanborn was chosen to update the statewide DOQQs with black and white leaf-off NAPP quality imagery processed to 1-meter ground resolution and registered to the UTM Coordinate System, NAD83 Datum. The deliverable product is designed to meet all applicable NAPP/NDOP and USGS/NMD requirements and to support development of future USGS standard DOQQ products. In lieu of collecting new control and executing a new aerotriangulation solution, a replication of the original process, second generation technology was employed. This methodology eliminates the need for field control and aerotriangulation, resulting in a much-reduced cost.

Photo-identifiable control is used from the existing DOQQ imagery and transferred to the new aerial photography images scanned to compute a new "air station" to determine its position in space at the time of exposure. An existing digital elevation model (DEM) database is applied to the raster file to differentially rectify the image to eliminate distortion. After the imagery is rectified, it is processed to the USGS DOQQ format. The State also chose to have the DOQQs color balanced throughout the entire project area for a much more aesthetic and expanded-use product.

The scope of this project included the acquisition of new aerial photographic images beginning with the early 2002 leaf-off period and continuing with subsequent leaf-off periods until full statewide coverage was achieved. The State required a minimum of 50 percent of the photography to be acquired during the first flying season. Sanborn successfully completed 90 percent of the photography in the spring of 2002 to ensure continued delivery of DOQQs until the spring 2003 flying season. Sanborn utilized a

Sanborn instituted a web site project tracking interface to better report project progress to the State and to manage the thousands of photographs, scanned images, and DOQQs. The system, SanTrack, allowed the State to visually track the status of the project on a daily basis over the Internet from any State office. The progress of each phase and delivery was tracked and posted to the web site on a regular basis.



VIRGINIA BASE MAPPING PROGRAM QUALITY ASSURANCE

Client	Dewberry and Davis, LLC 8401 Arlington Boulevard Fairfax, Virginia 22301	State of Virginia Virginia Geographic Information Network (VGIN) 110 South Seventh Street, Suite 135 Richmond, Virginia 23219 Robert (Bob) Rike (804) 371-0210
Contact	Dave Mann (703) 849-0100	
Project Period	August 2002 to April 2004	
Project Value	\$287,250	

Description of Services

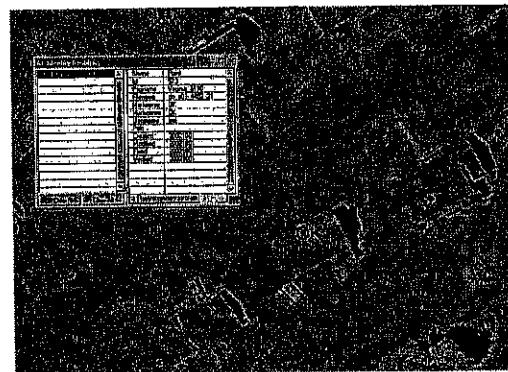
The State of Virginia initiated a comprehensive, statewide digital orthophotos mapping programs to support Statewide and local government mapping initiatives. This program involved the production of approximately 25,000 orthophoto images at various scales (1"=100', 1"=200', and 1"=400').

Working as a subcontractor to Dewberry and Davis, Inc., Sanborn was responsible for performing independent QA/QC services for major parts of the program. Sanborn was responsible for reviewing the digital orthophotos for approximately 6,500 orthoimages, and was responsible for reviewing and verifying the analytical aerial triangulation results for 68 "blocks" of photography, as well as reviewing the ground control reports of ten separate vendors who had provided the ground control for the State's project.

Sanborn was actively involved in the design and development of the procedures to support the QA/QC program. The QA/QC program was designed to be consistent with requirements of ISO 2002 protocols that define categories that are essential to producing quality products.

Sanborn's digital orthophoto processes involved the use of TIFF-QC software tools to perform checks for:

- Tile naming and layout
- Radiometric consistency and image quality
- Image blemishes, distortions, scratches, smears and other artifacts
- Seaming and mosaicing and feature mismatch



Sanborn was also primarily responsible for reviewing the aerial triangulation products. This involved evaluating control, airborne GPS, coordinate datums, block adjustment procedures and final aerial triangulation results for all 68 blocks throughout the State. Custom software was developed to "reprocess" and independently evaluate the aerial triangulation data. The



aerial triangulation review encompassed results from three different producers using five separate measurement and adjustment packages. Sanborn additionally developed web-based tools to report the results and to document pass/fail criteria.

Lastly, Sanborn also evaluated the ground control reports from all of the producers used by the state, and provided reports on each producer's methodologies and stated results.

UNITED STATES GEOLOGICAL SURVEY

Client	United States Geological Survey Mid-Continent Mapping Center 1400 Independence Road Rolla, MO 65401
Contact	Robert Kelly
Telephone	(573) 308-3612
Fax	(573) 308-3910
Email	rkelly@usgs.gov
Project Term	2001 to Ongoing
Project Value	\$2,000,000 +



Description of Services

Since 2001, the U.S. Geological Survey has used the Cartographic Services Contract (CSC-2) to have Sanborn create many types of mapping products, in locations throughout the United States. The CSC-2 is a vehicle for the creation of any type of mapping product to meet the many needs of the USGS and their clients. Sanborn is a prime contractor for this program, with 14 other companies as subcontractors on our CSC-2 team.

Sanborn's team has captured over 4000 square miles of aerial photography in support of the Homeland Security Urban Area initiative. Sanborn has created orthophotography from that imagery to meet accuracy requirements, meeting or exceeding deadlines for final data delivery.

Sanborn has supported watershed mapping for inclusion in the National Map under the National Hydrographic Data (NHD) program. This work, along with the orthophoto effort, has specific applications to Homeland Security measures.

Under the CSC-2 program, Sanborn has created:



1"=1250' color aerial photography



3 meter color orthophotography (Urban Area Homeland Security program)



National Hydrographic Data (NHD)

LIDAR mapping and production of 2 foot contours

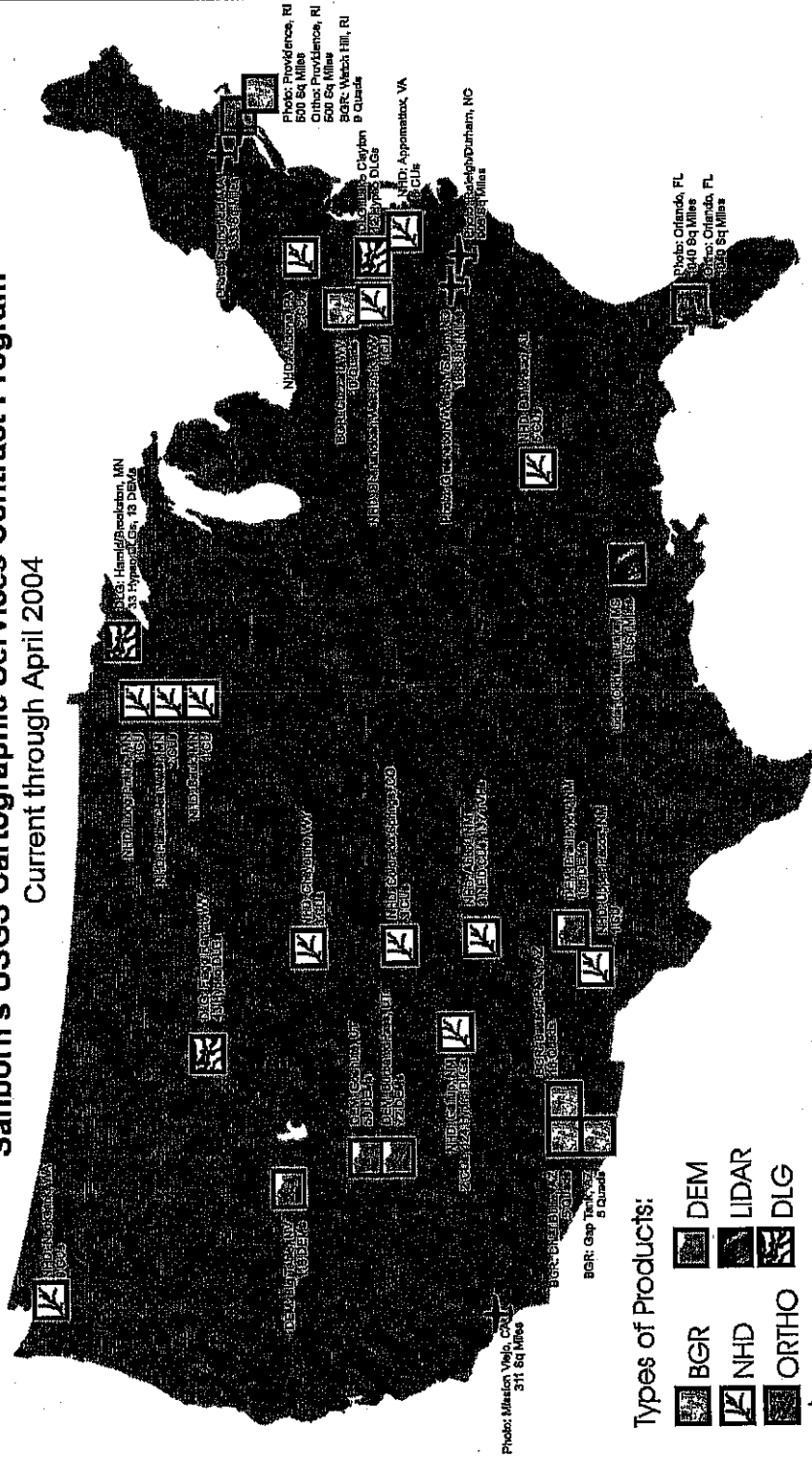
Basic Graphic Revision (update of 7.5' quadrangle maps from orthophotography), including Digital Raster Graphics (DRGs)

Digital Elevation Models at 10 meter post spacing (DEMs)

Digital Line Graphs (DLGs), including hydrography, hypsography, and transportation layers

Sanborn has met the quality standards of the USGS for these various products, and continues to create high quality map data for inclusion in the National Map.

Sanborn's USGS Cartographic Services Contract Program Current through April 2004



Types of Products:

- BGR
- NHD
- ORTHO
- PHOTO
- DEM
- LIDAR
- DLG

UNITED STATES GEOLOGICAL SURVEY

Client:	United States Geological Survey Western Geographic Science Center 345 Middlefield Road Menlo Park, California 94025-3561
Primary Contact:	Mr. Wallace K. Oliver, Acting Chief, Data and Applications Team wooliver@hq.usgs.gov
Telephone:	(650) 329-4227
Secondary Contact:	Lee Aggans, Colorado State Liaison, laggans@usgs.gov
Telephone:	(303) 302-4123
Project Team:	September 1993 to March 2002
Project Value:	\$15,229,356

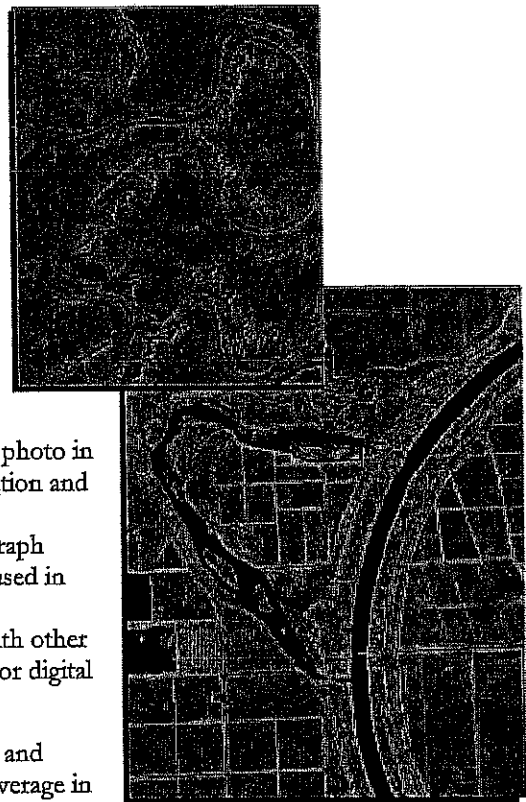


Description of Services

The United States Geological Survey (USGS), in conjunction with the USDA Natural Resources Conservation Service and Farm Service Agency, first proposed the concept of a National Digital Orthophoto Program in 1990. Now firmly established, the Program's primary goal remains to ensure the public availability of digital orthophoto quarter quadrangle (DOQQ) data for users across the country.

A DOQQ is an orthophoto image of an aerial photo in which displacements caused by camera orientation and terrain are removed. DOQQ products, which combine the image characteristics of a photograph with the geometric qualities of a map, can be used in various geographic information system (GIS) applications, either alone or in combination with other digital data such as digital line graphs (DLGs) or digital raster graphics (DRGs).

The USGS began producing DOQQs in 1991 and completed the coverage of the private land coverage in the continental United States in 2001. Under the National Digital Orthophoto Program, USGS officials expect to have complete 1:12,000 scale DOQQ federal land coverage of the United States by the year 2004. Also, as part of the program, archived DOQQs will be updated every 10 years for most areas, and every five years in areas where land use change is more rapid. To date, Sanborn has completed over 25,000 DOQQs (400,000 square miles) in 22 states.





Because many of the projects Sanborn has completed for the USGS have been in the western United States, Sanborn has encountered mountainous terrain, which has proven challenging in developing final DOQQ images. Sanborn developed methods for correcting the image "smearing" that results from these variables in terrain.

Using a qualifications-based procurement process, the USGS selected Sanborn to produce digital orthophotos (3.75-minute) in softcopy format. The contract requires Sanborn to procure aerial photography (NAPP) and perform services for aerial triangulation, digital elevation modeling (DEM), GPS field control, and digital orthophoto file development meeting National Map Accuracy Standards at 1:12,000 scale. For aerial photography at 1:40,000, each NAPP photograph is centered over a quarter quadrangle, designed by the USGS to avoid mosaicking. Sanborn scans each photo at 25 microns to produce a 1-meter pixel resolution grayscale or color-infrared digital image.

"The U.S. Geological Survey (USGS) is proud to recognize Sanborn . . . for their Quality and Delivery Schedule Completion Performance in their role as one of the private sector contractors to the National Digital Orthophoto Program (NDOP). Sanborn . . . has consistently met or outperformed delivery date deadlines in providing high-quality Digital Orthophoto Quadrangle (DOQ) data, as well as, during this contract performance period, the data delivered consistently passed quality inspection for one of the lowest average rework rates."

United States Department of the Interior

U.S. Geological Survey, Reston, Virginia

In Recognition for Quality and Schedule Completion for FY-2000

In addition to these services, Sanborn has developed a process for producing second-generation DOQQs and has successfully completed several projects of these DOQQs for the USGS.

